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10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**  
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13 MOPHIE, INC., a California Corporation  
14 formerly known as mSTATION  
15 Corporation,

16 Plaintiff,

17 v.  
18

19 RAFAEL YITZHAKI, an Individual,  
20 GEARXS, INC., an Illinois Corporation,  
21 and DOES 1-10, Inclusive,

22 Defendants.  
23  
24

Case No.: CV12-6571 SVW (Ex)

**ORDER RE: PERMANENT  
INJUNCTION AGAINST  
DEFENDANTS RAFAEL  
YITZHAKI AND GEARXS, INC.**

**[NOTE: SEE COURT  
MODIFICATIONS]**

25 The Court, pursuant to the Stipulation for Entry of Permanent Injunction  
26 (“Stipulation”), and separate Settlement Agreement between Plaintiff MOPHIE,  
27 INC. (“Plaintiff”), on one hand, and Defendants RAFAEL YITZHAKI and  
28 GEARXS, INC. (collectively “Defendants”), on the other, hereby ORDERS,

1 ADJUDICATES and DECREES that a permanent injunction shall be and hereby  
2 is entered against Defendants in the above-referenced matter as follows:

3 1. **PERMANENT INJUNCTION.** Defendants and any person or  
4 entity acting in concert with, or at their direction, including any and all agents,  
5 servants, employees, partners, assignees, distributors, suppliers, resellers and any  
6 others over which she may exercise control, are hereby restrained and enjoined,  
7 pursuant to 15 U.S.C. §1116, from engaging in, directly or indirectly, or  
8 authorizing or assisting any third party to engage in, any of the following activities  
9 in the United States and throughout the world:

10 a. copying, manufacturing, importing, exporting, marketing, sale,  
11 offering for sale, distributing or dealing in any product or service that uses, or  
12 otherwise making any use of, any of Plaintiff's MOPHIE® trademarks,  
13 copyrights, and/or any intellectual property that is confusingly or substantially  
14 similar to, or that constitutes a colorable imitation of, any of Plaintiff's  
15 MOPHIE® trademarks or copyrights, whether such use is as, on, in or in  
16 connection with any trademark, service mark, trade name, logo, design, Internet  
17 use, website, domain name, metatags, advertising, promotions, solicitations,  
18 commercial exploitation, television, web-based or any other program, or any  
19 product or service, or otherwise;

20 b. performing or allowing others employed by or representing  
21 Defendants, or under their control, to perform any act or thing which is likely to  
22 injure Plaintiff, any of its MOPHIE® trademarks, copyrights, and/or any  
23 intellectual property, and/or Plaintiff's business reputation or goodwill, including  
24 making disparaging, negative, or critical comments regarding Plaintiff or its  
25 products;

26 c. engaging in any acts of federal and/or state trademark  
27 infringement, false designation of origin, unfair competition, dilution, federal  
28 and/or common law copyright infringement, or other act which would tend

1 damage or injure Plaintiff; and/or

2 d. using any Internet domain name or website that includes any of  
3 Plaintiff's trademarks, copyrights, and/or any intellectual property including the  
4 MOPHIE® marks and works.

5 2. Defendants are ordered to deliver immediately for destruction all  
6 unauthorized products, including counterfeit MOPHIE® products and related  
7 products, labels, signs, prints, packages, wrappers, receptacles and advertisements  
8 relating thereto in her possession or under her control bearing any of Plaintiff's  
9 MOPHIE® trademarks, copyrights, and/or intellectual property or any simulation,  
10 reproduction, counterfeit, copy or colorable imitations thereof, to the extent that  
11 any of these items are in Defendants' possession.

12 3. This Permanent Injunction shall be deemed to have been served upon  
13 Defendants at the time of its execution by the Court, and the case shall be  
14 dismissed in its entirety upon entry of this Permanent Injunction.

15 4. The Court finds there is no just reason for delay in entering this  
16 Permanent Injunction and, pursuant to Rule 45(a) of the *Federal Rules of Civil*  
17 *Procedure*, the Court directs immediate entry of this Permanent Injunction against  
18 Defendants.

19 5. Defendants will be making agreed-upon payments to Plaintiff, as  
20 more particularly described in a separate Settlement Agreement.

21 6. **NO APPEALS AND CONTINUING JURISDICTION.** No  
22 appeals shall be taken from this Permanent Injunction, and the parties waive all  
23 rights to appeal. ~~This Court expressly retains jurisdiction over this matter to~~  
24 ~~enforce any violation of the terms of this Permanent Injunction.~~

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1           7.     **NO FEES AND COSTS.**   Each party shall bear its /her own  
2 attorneys' fees and costs incurred in this matter.

3           IT IS SO ORDERED, ADJUDICATED and DECREED this 21st day of  
4 November, 2012.

A handwritten signature in black ink, appearing to read "Stephen V. Wilson", is written over a horizontal line.

HON. STEPHEN V. WILSON  
United States District Judge  
Central District of California